

Washington, Friday, September 12, 1941

The President

EMERGENCY BOARD, ATCHISON, TOPEKA & SANTA FE RAILWAY AND OTHER CARRIERS—EMPLOYEES

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the President, having been duly notified by the National Mediation Board that a dispute between the carriers listed on the attached exhibit "A" and certain of their employees as they are represented by the following labor organizations:

Brotherhood of Locomotive Engineers Brotherhood of Locomotive Firemen and Enginemen

Order of Railway Conductors of America Brotherhood of Railroad Trainmen Switchmen's Union of North America

WHEREAS the President, having been duly notified by the National Mediation Board that certain disputes between the carriers listed on the attached exhibit "B" and certain of their employees as they are represented by the following labor organizations:

International Association of Machinists International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America

International Brotherhood of Blacksmiths, Drop Forgers and Helpers Sheet Metal Workers' International Association

International Brotherhood of Electrical Workers

Brotherhood Railway Carmen of America International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers

The Order of Railroad Telegraphers Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes

Brotherhood of Maintenance of Way Employes

Brotherhood of Railroad Signalmen of America

National Organization Masters, Mates and Pilots of America

National Marine Engineers' Beneficial Association

International Longshoremen's Association

WHEREAS the President, having been duly notified by the National Mediation Board that certain disputes between the carrier listed on the attached exhibit "C" and certain of its employees as they are represented by the following labor organizations:

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes

International Association of Machinists International Brotherhood of Blacksmiths, Drop Forgers and Helpers

which disputes have not heretofore been adjusted under the provisions of the Railway Labor Act, as amended, now threaten substantially to interrupt interstate commerce to a degree such as to deprive the country of essential transportation service:

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, by virtue of the power vested in me by the Constitution and laws of the United States, and by virtue of and under the authority in me vested by section 10 of the Railway Labor Act, as amended, do hereby create a board to be composed of 5 persons not pecuniarily or otherwise interested in any organization of railway employees or any carrier, to investigate the aforementioned disputes and report its findings to me within 30 days from this date.

The members of this board shall be compensated for and on account of such duties in the sum of seventy-five dollars (\$75.00) for every day actually employed with or upon account of travel and duties incident to such board. The members will be reimbursed for and they are hereby authorized to make expenditures for expenses for themselves and of the board, including traveling expenses and in conformity with Public, No. 212, 72d Congress, approved June 30, 1932, 11: 30 a. m., not.

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to exceed five dollars (\$5.00) per diem for expenses incurred for subsistence.

All expenditures of the Board shall be allowed and paid for out of the appropriation "National Mediation Board Appropriation Act, 1942" on the presentation of itemized vouchers properly approved by the chairman of the board hereby created.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the City of Washington this 10th day of September in the year of our Lord one thousand nine hun-[SEAL] dred and forty-one, and of the Independence of the United States of America the one hundred and sixty-sixth.

Franklin D Roosevelt

By the President CORDELL HULL

Secretary of State.

[No. 2510]

EXHIBIT "A"

Carriers

Eastern Region .

Akron & Barberton Belt Railroad Akron, Canton & Youngstown Railway Ann Arbor Railroad Baltimore & Ohio Railroad Bessemer and Lake Erie Railroad Co. Boston and Maine Railroad Brooklyn Eastern District Terminal **Bush Terminal Company** Central Railroad Co. of New Jersey Central Vermont Railway, Inc. Chicago, Indianapolis & Louisville Railway Chicago Union Station Company Cincinnati Union Terminal Co. Delaware and Hudson Railroad Corporation Delaware, Lackawanna and Western Railroad Co. Detroit & Toledo Shore Line Railroad Detroit Terminal Railroad Detroit. Toledo and Ironton Railroad Company East Broad Top Railroad & Coal Company Erie Railroad Chicago & Erie Railroad New Jersey & New York Railroad Grand Trunk Western Railroad Co. Huntington and Broad Top Mountain Railroad & Coal Co. Indianapolis Union Railway Jay Street Terminal Lehigh & New England Railroad Lehigh Valley Railroad Maine Central Railroad Company Portland Terminal Company Monongahela Railway New York Central System New York Central Railroad Co.-Buffalo & East New York Central Railroad Co.-West of Buffalo (Incl. Ohio Central Division)

Boston & Albany Railroad Chicago River & Indiana Railroad Co.-Chicago Junction Railway Company

Cleveland, Cincinnati, Chicago & St. Louis Railway Co. (Incl. Louisville & Jefferson Bridge & Railroad Co. and Peoria & Eastern Railway Co.)

Cleveland Union Terminals Company

New York Central System—Continued Indiana Harbor Belt Railroad Company

Michigan Central Railroad Company Pittsburgh & Lake Erie Railroad Co. (Incl. Lake Erie and Eastern Railroad Co.)

New York, Chicago and St. Louis Railroad Co.

New York Dock Railway

New York, New Haven and Hartford Railroad Co.

New York Susquehanna & Western Rail-

Pennsylvania Railroad

Baltimore and Eastern Railroad Co. Long Island Railroad

Pennsylvania-Reading Seashore Lines Pere Marquette Railway Co.

Fort Street Union Depot Company Pittsburgh, Chartiers & Youghlogheny Railway

Pittsburgh & West Virginia Railway Company

Pittsburgh & Shawmut Rallroad Pittsburgh Shawmut and Northern Rail-

road Reading Company

River Terminal Railway Staten Island Rapid Transit Railway Union Belt of Detroit

Union Depot Company (Columbus, Ohio) Union Freight Railroad Company (Boston, Massachusetts)

Washington Terminal Company Wheeling and Lake Erie Railway Company (Incl. Lorain & West Virginia Railway Company)

Southeastern Region

Atlantic Coast Line Railroad Atlanta and West Point Railroad Co. Western Railway of Alabama Atlanta Joint Terminals Central of Georgia Railway Company Charleston & Western Carolina Railway Chesapeake and Ohio Railway Clinchfield Railroad Company Florida East Coast Railway Company Georgia Railroad Gulf Mobile and Ohio Railroad Jacksonville Terminal Company Kentucky & Indiana Terminal Railroad Company Louisville & Nashville Railroad Company Nashville, Chattanooga & St. Louis Rail-

Norfolk & Portsmouth Belt Line Rail-

road

Norfolk and Western Railway Richmond, Fredericksburg and Potomac Railroad Co.

Seaboard Air Line Railway Company Southern Railway Company

Alabama Great Southern Railroad Co. Belt Railway Company of Chattanooga

Cincinnati, Burnside & Cumberland River Ry.

Georgia Southern & Florida Railway Harriman & Northeastern Railroad New Orleans & Northeastern Railroad New Orleans Terminal Company

Southern Railway Company-Continued | Gulf Coast Lines-Continued St. Johns River Terminal Company Woodstock & Blocton Railway Company

Tennessee Central Railway Company Virginian Railway Company

Western Region

Alton Railroad Company Alton and Southern Railroad Atchison, Topeka & Santa Fe Railway Gulf, Colorado & Santa Fe Railway Panhandle & Santa Fe Railway

Baltimore & Ohio Chicago Terminal Railroad

Belt Railway Company of Chicago Burlington-Rock Island Railroad Company

Camas Prairie Railroad Chicago & Eastern Illinois Railroad Chicago & Illinois Midland Railway Com-

Chicago and North Western Railway Company

Chicago & Western Indiana Railroad Chicago, Burlington & Quincy Railroad

Chicago Great Western Railway Chicago, Milwaukee, St. Paul and Pacific Railroad

Chicago, Terre Haute & Southeastern Railway Co.

Chicago, Rock Island & Pacific Railway Company

Chicago, St. Paul, Minneapolis and Omaha Railway

Colorado and Southern Railway Co. Colorado & Wyoming Railway Company Davenport, Rock Island and Northwestern Railway

Denver & Rio Grande Western Railroad Company

Denver & Salt Lake Railway Company Des Moines Union Railway Duluth, Missabe & Iron Range Railway Duluth, Winnipeg & Pacific Railway East St. Louis Junction Railroad Elgin, Joliet & Eastern Railway Company

Escanaba and Lake Superior Railroad Fort Worth and Denver City Railway Company

Wichita Valley Railway Company Fort Worth Belt Railway Company Galveston, Houston & Henderson Rail-5 sor

Galveston Wharves Great Northern Railway

Green Bay and Western Railroad Company

Kewaunee, Green Bay and Western Railroad Co.

Ahnapee and Western Railway Com-

Gulf Coast Lines

New Orleans, Texas & Mexico Rail-

Beaumont, Sour Lake & Western Rail-

Orange & Northwestern Railway St. Louis, Brownsville and Mexico Railway Company

Iberia, St. Mary and Eastern Railroad New Iberia & Northern Railroad

Houston and Brazos Valley Railway Company

San Antonio, Uvalde & Gulf Railroad Company

Sugar Land Railway Company Rio Grande City Railway Company

Asherton and Gulf Railway Company San Antonio Southern Railway Com-

San Benito and Rio Grande Valley Railway Co.

Asphalt Belt Railway

Houston North Shore Railway International-Great Northern Rail-

Houston Belt & Terminal Railway Company

Illinois Central Railroad

Yazoo and Mississippi Valley Railroad

Vicksburg, Shreveport & Pacific Railway Co.

Alabama and Vicksburg Railway Company

Gulf and Ship Island Railroad Company

Chicago and Illinois Western Railroad Kansas City Southern Railway Kansas City Terminal Railway Lake Superior Terminal & Transfer Railwav

Los Angeles Junction Railway Louisiana & Arkansas Railway Manufacturers Railway Company Midland Valley Railroad

Kansas, Oklahoma & Gulf Railway Minneapolis & St. Louis Railroad

Railway Transfer Co. of City of Minneapolis

Minneapolis, Northfield and Southern Railway

Minneapolis, St. Paul & Sault Ste. Marie Railway

Duluth, South Shore & Atlantic Rail-Wav

Mineral Range Railroad

Minnesota & International Railway Com-

Big Fork & International Falls Railway Co.

Minnesota Transfer Railway Missouri-Kansas-Texas Railroad

Missouri-Kansas-Texas Railroad Co. of

Missouri Pacific Railroad Missouri-Illinois Railroad Company

Northern Pacific Railway Northern Pacific Terminal Co. of Oregon Northwestern Pacific Railroad Company Cgden Union Railway & Depot Company Oregon, California & Eastern Railway Co.

Outer Harbor Terminal Railway Company

Peoria and Pekin Union Railway Co. Port Terminal Railroad Association Pueblo Union Depot & Railroad Com-

St. Joseph Terminal Railroad Company St. Louis-San Francisco Railway Company

St. Louis, San Francisco and Texas Railway Co.

St. Louis Southwestern Railway St. Louis Southwestern Railway Co. of Texas

St. Paul Union Depot Company San Diego & Arizona Eastern Railway Sioux City Terminal Railway

Southern Pacific Company (Pacific

Southern Pacific Co.—Former El Paso & Southwestern

Southern Pacific Co.—Former Arizona Eastern Railroad Co.

South Omaha Terminal Railway Company

Spokane, Coeur d'Alene and Palouse Railway Co.

Spokane, Portland and Seattle Railway Oregon Trunk Railway

Oregon Electric Railway

United Railways Company

Spokane Union Station Company

Terminal Railroad Association of St. Louis

Texas and New Orleans Railroad Company

Texas and Pacific Railway Company Cisco & Northeastern Railway Com-

Abilene & Southern Railway Company Weatherford, Mineral Wells and

Northwestern Railway Co. Texas-New Mexico Railway Company

Texas Mexican Railway Company Texas Pacific-Missouri Pacific Terminal

Railroad of New Orleans Union Pacific Railroad

Union Railway (Memphis)

Union Terminal Company (Dallas)

Union Terminal Railway Company (St. Joseph)

Wabash Railway Company Western Pacific Railroad

Yakima Valley Transportation Company

EXHIBIT "B"

Carriers

Eastern Region Akron & Barberton Belt R. R.

Akron, Canton & Youngstown Ry. (includes Northern Ohio Ry.)

Ann Arbor Railroad

Baltimore & Ohio Railroad

Baltimore & Ohio (New York Terminals)

Baltimore & Ohio Elevators

Baltimore & Ohio Warehouses (Baltimore and Cincinnati)

B. R. & P. Warehouse Inc. (Rochester) Terminal Storage Company (Washington)

Dayton & Union Railroad Co. Bangor and Arcostook R. R. Co.

Bessemer and Lake Erie R. R. Co. Boston and Maine R. R.

Boston Terminal Co.

Brooklyn Eastern District Terminal Buffalo Creek Railroad Co.

Bush Terminal Co.

Canadian National Ry. Lines in New England

Champlain & St. Lawrence R. R. Co. St. Clair Tunnel Co.

United States & Canada Rail Road Co. Canadian National Ry. Lines in N. Y.

Canton Railroad Co. Central Railroad Company of New Jer-New York and Long Branch R. R. Wharton & Northern R. R. Central Vermont Railway, Inc. Central Vermont Terminal, Inc. Chicago, Indianapolis & Louisville Ry. Cincinnati Union Terminal Co. Chicago Union Station Co. Dayton Union Ry. Co. Delaware and Hudson R. R. Corporation Delaware, Lackawanna and Western R. R. Co. Detroit and Mackinac Ry. Co. Detroit, Toledo and Ironton R. R. Co. Detroit & Toledo Shore Line R. R. Detroit Terminal R. R. Erie Railroad Chicago & Erie Railroad New Jersey & New York R. R. East Broad Top R. R. & Coal Co. Grand Trunk Western R. R. Co. Greenwich & Johnsonville Ry. (N. Y.) Hudson & Manhattan R. R. Co. Huntington and Broad Top Mountain R. R. & Coal Co. (Pa.) Indianapolis Union Ry. Jay Street Terminal Lackawanna & Wyoming Valley R. R. Co. Lehigh Valley R. R. Mackinac Transportation Co. Maryland & Pennsylvania R. R. Co. Maine Central R. R. Co. Portland Terminal Co. Merchants Despatch Transportation Corp. Montour Railroad Monongahela Railway Mystic Terminal Co. (Charleston, Mass.) Montpelier & Wells River R. R. and Barre and Chelsea R. R. Co. New York Central System New York Central R. R. Co.-Buffalo & East New York Central Grain Elevators New York Central Stockyards (Buffalo) New York Central R. R. Co .- West of Buffalo New York Central R. R. Co .- Ohio Central Lines New York Central R. R. Co.-Grand Central Terminal Boston & Albany Railroad Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. (inc. Peoria and Estern Ry. Co. and Louisville & Jefferson Bridge and R. R. Co.) Cleveland Union Terminals Co. Chicago River & Indiana R. R. Co. (Chicago Jct. Ry. Co.) Indiana Harbor Belt R. R. Co. Michigan Central R. R. Co. Detroit Stock Yards Pittsburgh & Lake Erie R. R. Co. (Including Lake Erie and Eastern R. R. Co.) Troy Union Railroad Co. New York, Susquehanna & Western R. R. New York Dock Ry. New York, Chicago and St. Louis R. R. Co.

New York, New Haven and Hartford Richmond, Fredericksburg and Potomao R. R. Co. R. R. Co. New York Connecting R. R. Co. New York, Ontario and Western Ry. Pennsylvania Railroad Long Island Railroad Pittsburgh Joint Stock Yards Baltimore and Eastern R. R. Co. Pennsylvania-Reading Seashore Lines Pere Marquette Ry. Fort Street Union Depot Co. River Ry. Pittsburgh & Shawmut R. R. cific Ry. Pittsburgh, Chartiers & Youghiogheny Ry. Pittsburgh & West Virginia Ry. Co. Railroad Perishable Inspection Agency Reading Company Philadelphia, Reading & Pottsville Telegraph Co. Staten Island Rapid Transit Ry. Toledo Terminal Railroad Union Belt of Detroit Union Freight Railroad (Boston) Union Inland Freight Station (New York) Union Depot Company (Columbus, Ohio) Washington Terminal Co. Wheeling and Lake Erie Ry. Co. (Including Lorain & West Virginia Ry. Co.) Southeastern Region Alabama, Tennessee & Northern R. R. Albany Passenger Terminal Co. Atlanta, Birmingham and Coast R. R. Co. Atlanta Terminal Co: Atlantic and Yadkin Ry. Atlantic Coast Line R. R. Winston-Salem Southbound Ry. Atlanta Joint Terminals Atlanta and West Point R. R. Co. Western Ry. of Alabama Birmingham Terminal Co. Central of Georgia Ry. Co. Chesapeake and Ohio Ry. Charleston Union Station Co. Charleston & Western Carolina Ry. Chattanooga Station Co. Clinchfield Railroad Co. Columbus and Greenville Ry. Columbia Union Station Co. Durham Union Station Co. Florida East Coast Ry. Co. Fruit Growers' Express Co. Georgia & Florida R. R. Georgia Railroad Gulf, Mobile and Ohio R. R. Gulf Terminal Co. R. R. Jacksonville Terminal Co. Kentucky & Indiana Terminal R. R. Co. Lexington Terminal R. R. Co. Lenoir Car Works Louisville & Nashville R. R. Co. Macon, Dublin & Savannah R. R. Meridian Terminal Co. Ry.) Meridian and Bigbee River Ry. Co.

Mississippi Central R. R.

Nashville Terminals Co.

Norfolk Southern R. R. Co.

Norfolk and Western Ry.

Nashville, Chattanooga & St. Louis Rv.

Port Utilities Commission (Charleston)

Relay Depot Assn. (E. St. Louis)

Monroe Railroad Co.

Richmond Terminals Co. Savannah & Atlanta Ry. Co. Savannah Union Station Co. Seaboard Air Line Ry. Co. Tampa Union Station Southern Railway Co. Alabama Great Southern R. R. Co. Cincinnati, Burnside & Cumberland Cincinnati, New Orleans & Texas Pa-Georgia Southern & Florida Ry. Harriman & Northeastern R. R. New Orleans & Northeastern R. R. New Orleans Terminal Co. St. Johns River Terminal Co. Woodstock & Blocton Ry. Co. Belt Ry. Co. of Chattanooga Carolina & Tennessee Southern Ry. Co. State University R. R. Co. Southern Short Lines Blue Ridge Ry. Danville & Western Ry. Carolina & North Western Ry. High Point, Randleman, Asheboro and Southern R. R. Yadkin Railroad Tennessee Central Ry. Co. Virginian Railway Co. Western Region Arkansas & Memphis Railway Bridge & Terminal Co. Alameda Belt Line Addison Miller Alton and Southern Railroad Alton Railroad Co. American Refrigerator Transit Co. Atchison, Topeka & Santa Fe Ry. Gulf, Colorado & Santa Fe Ry. Panhandle & Santa Fe Ry. Atchison Union Depot & R. R. Co. Ashley, Drew & Northern Ry. Co. Baltimore & Ohio Chicago Terminal R. R. Belt Railway Co. of Chicago Burlington Refrigerator Express Co. Burlington-Rock Island R. R. Co. Butte, Anaconda & Pacific Ry. Camas Prairie R. R. Chicago & Eastern Illinois R. R. Chicago & Illinois Midland Ry. Co. Chicago and North Western Ry. Co. Chicago Produce Terminal Co. Chicago, Burlington & Quincy R. R. Co. Chicago South Shore and South Bend Chicago Tunnel Company Chicago Tunnel Terminal Co. Chicago & Western Indiana R. R. Chicago Great Western Ry. (Includes South St. Paul Terminal) (formerly operated by St. Paul Bridge & Terminal Chicago, Milwaukee, St. Paul and Pacific R.R. Chicago, Terre Haute & Southeastern Ry. Co. Chicago, Rock Island & Pacific Ry. Co. Peoria Terminal Co.

Chicago, St. Paul, Minneapolis and

Chicago, West Pullman & Southern R. R.

Omaha Ry.

Colorado and Southern Rv. Co. Colorado & Wyoming Ry. Co. Cupples Station (St. Louis) Dallas Car Interchange & Inspection Bureau Davenport, Rock Island and Northwestern Ry. Denver & Salt Lake Ry. Co. Denver & Rio Grande Western R. R. Co. Denver Union Terminal Ry. Co. Des Moines & Central Iowa R. R. Des Moines Union Rv. Iowa Transfer Ry. Co. Duluth, Missabe & Iron Range Ry. Duluth Union Depot & Transfer Co. Duluth, Winnipeg & Pacific Ry. East Portland Freight Terminal Elgin, Joliet & Eastern Ry. Co. El Paso Union Passenger Depot Co. Escanaba and Lake Superior R. R. Co. Fort Dodge, Des Moines & Southern R. R. Fort Worth and Denver City Ry. Co. Wichita Valley Railway Co. Galveston Wharves Galveston, Houston & Henderson R. R. Great Northern Ry.

Kewaunee, Green Bay and Western R. R. Co. Ahnapee and Western Ry. Co. Gulf Coast Lines:

Green Bay and Western R. R. Co.

New Orleans, Texas & Mexico Ry. Beaumont, Sour Lake & Western Ry. Orange & Northwestern R. R. St. Louis, Brownsville and Mexico Ry. Co.

New Iberia & Northern R. R.
Houston and Brazos Valley Ry. Co.
San Antonio, Uvalde & Gulf R. R. Co.
Sugar Land Ry. Co.
Rio Grande City Ry. Co.
Asherton and Gulf Ry. Co.
San Antonio Southern Ry. Co.
Iberia, St. Mary and Eastern R. R.
San Benito and Rio Grande Valley Ry.
Co.

Asphalt Belt Ry.
Houston North Shore Ry.
International-Great-Northern R. R. .
Hannibal Union Depot Co.
Harbor Belt Line R. R. (Los Angeles)
Houston Belt & Terminal Ry. Co.
Illinois Central R. R.

Yazoo & Mississippi Valley R. R. Co. (Including Alabama and Vicksburg Ry. Co.-Vicksburg Shreveport & Pacific Ry. Co.)

Gulf and Ship Island R. R. Co. Chicago & Illinois Western R. R. Illinois Northern Ry. Illinois Terminal R. R. Co. Joliet Union Depot Co.

Kansas City Southern Ry.
Joplin Union Depot Co.
Kansas City Terminal Ry.
Keokuk Union Depot Co.
King Street Station (Seattle)
Lake Superior & Ishpeming R. R. Co.
Lake Superior Terminal & Transfer Ry.
Litchfield and Madison Ry. Co.
Los Angeles Union Passenger Terminal
Longview, Portland & Northern Ry. Co.
Louisiana & Arkansas Ry.
Louisiana and North West R. R.

Market Service Assn. (Chicago)

Memphis Union Station Co.

Midland Valley R. R.
Kansas, Oklahoma & Gulf Ry.
Oklahoma City-Ada-Atoka Ry. Co.
Midland Continental R. R.
Minneapolis, Northfield and Southern Ry.
Minneapolis, St. Paul & Sault Ste. Marie

Ry. Duluth, South Shore & Atlantic Ry. Mineral Range R. R.

Minneapolis & St. Louis Railroad Co.
Railway Transfer Co. of the City of
Minneapolis

Minnesota & International Ry. Co.
Blg Fork & International Falls Ry. Co.
Minnesota Transfer Ry.
Minnesota Western Ry. Co.
Missouri-Kansas-Texas R. R. Co.

Missouri-Kansas-Texas R. R. Co. of Texas

Beaver, Meade & Englewood R. R. Missouri Pacific R. R.

Missouri-Illinois R. R. Co.
Missouri Produce Yard (Kansas City,
Mo.)
Missouri and Arkansas Ry. Co.

New Orleans Public Belt R. R.
Northern Pacific Ry.
Northern Pacific Terminal Co. of Oregon
North Pacific Coast Freight Bureau
Northwestern Pacific R. R. Co.
Ogden Union Ry. & Depot Co.
Oregon, California & Eastern Ry. Co.
Pacific Car Demurrage Bureau
Pacific Coast R. R. Co.

Pacific Coast Co.
Pacific Electric Ry.
Pacific Fruit Express
Paris & Mt. Pleasant R. R.
Peoria and Pekin Union Ry. Co.
Port Terminal R. R. Assn. (Houston)
Pueblo Union Depot & Railroad Co.
Pueblo Joint Interchange Bureau
Quanah, Acme & Pacific Ry.
Rapid City, Black Hills & Western R. R.
Rock Island-Frisco Terminal Ry. Co.
St. Joseph Terminal R. R. Co.
St. Louis & O'Fallon Ry. Co.
St. Louis-San Francisco Ry. Co.

St. Louis, San Francisco and Texas Ry. Co.

Birmingham Belt R. R. St. Louis & Belleville Electric Co. St. Louis Southwestern Ry.

St. Louis Southwestern Ry. Co. of Texas

Dallas Terminal Ry. & Union Depot Co.
St. Paul Union Depot Co.
Salt Lake City Union Depot & R. R. Co.
San Diego & Arizona Eastern Ry. Co.
Sand Springs Ry. Co.
St. Joseph Union Depot Co.
Sacramento Northern Ry.
Southern Pacific Co. (Pacific Lines)
Southern Pacific De Mexico (In U. S.)

South Omaha Terminal Ry. Co.
Spokane Union Station Co.
Spokane International Ry.
Spokane, Couer d'Alene and Palouse Ry.
Co.

Spokane, Portland and Seattle Ry.
Oregon Trunk Ry.
Oregon Electric Ry.
United Railways Co.
Stock Yards District Agency (Chicago)
Terminal Railroad Assn. of St. Louis
Texarkana Union Station Trust

Texas and New Orleans R. R. Co. (Sou. Fac. Lines in Texas and Louisiana)
Texas and Pacific Ry. Co.
Texas Pacific-Missouri Pacific Terminal
R. R. of New Orleans

R. R. of New Orleans
Texas Mexican Railway Co.
Tolcdo, Peoria & Western R. R.
Trans-Continental Freight Bureau
Tulsa Union Depot Co.
Tremont & Gulf Ry. Co.
Union Pacific R. R.
Union Railway (Memphis)
Union Terminal Co. (Dallas)
Union Terminal Railway Co. (St. Joseph,
Mo.)

St. Joseph Belt Railway
Wabash Railway Co.
Weatherford, Mineral Wells and Northwestern Ry. Co.
Western Fruit Express Co.
Western Pacific R. R.
Western Warehousing Co. (Chicago)
Wichita Falls and Southern R. R. Co.
Wichita Union Terminal Ry. Co.
Yakima Valley Transportation Co.

EXHIBIT "C"

Carrier

Railway Express Agency, Incorporated. [F. R. Doc. 41-6833; Filed, September 11, 1941; 12:05 p. m.]

EXECUTIVE ORDER

AMENDING CERTAIN PROVISIONS OF THE CIVIL SERVICE RULES

By virtue of and pursuant to the authority vested in me by the Civil Service Act (22 Stat. 403, 404), it is hereby ordered as follows:

Section 6 of Civil Service Rule II is amended to read as follows:

6. Excepted employees—when classified. Except as provided in section 7 of this rule, a person holding a position when it is placed in the classified (competitive) service or otherwise is made subject to competitive examination shall, upon recommendation to the Commission by the head of the department or agency in which he is employed, have all the rights which he would have acquired if appointed thereto by competitive examination: Provided:

(a) That he has rendered six months of satisfactory active service in such position or in the civilian executive branch of the Federal Government immediately prior to the effective date of the change in status of the position, and continues to serve in such position for sixty days thereafter;

(b) That he shall pass such appropriate noncompetitive tests of fitness as the Commission may prescribe;

(c) That he is not disqualified by any provision of section 3 of Civil Service Rule V or of any other civil service rule or by any provision of the Civil Service Act or any other statute or executive order:

Provided further, that in conferring a classified competitive status upon any

employee under this or any other rule or any statute or executive order, the Commission:

(a) May, in its discretion, exempt from the physical requirements established for any position any employee who has rendered long and faithful service in a civil capacity for the Government:

(b) May consider a person whose name is carried on the compensation rolls of the Employees' Compensation Commission as having rendered satisfactory active service in the position in which he last served for the period which his name is carried on such rolls:

Provided further, that any person who. in order to perform active service with the military or naval forces of the United States has left, or leaves, a position (other than a temporary position) which is covered into the classified civil service under this rule, may, upon being reinstated thereto, acquire a classified civil service status: Provided. That he is recommended by the head of the department or agency concerned within one year of his reinstatement and certified as having served with merit for at least six months and that he meets the requirements of clauses (b) and (c) of the first proviso of this section.

Any person who fails to meet the above-stated requirements of this section may, in the discretion of the head of the agency concerned, be retained in the position in which he is serving without acquiring a classified (competitive) status, but such employee may not be promoted, transferred, or assigned to any other classified (competitive) position

FRANKLIN D ROOSEVELT

The White House, September 8, 1941.

[No. 8894]

[F. R. Doc. 41-6801; Filed, September 10, 1941; 2:59 p. m.]

Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[Supplement No. 12]

PART 701—NATIONAL AGRICULTURAL CON-SERVATION PROGRAM

SUBPART C-1941

Corrections

The rate of payment in dollars per acre for certain counties in F. R. Doc. 41-6514 (filed, August 29, 1941, at 11:18 a.m.) appearing on page 4486 of the issue for Saturday, August 30, 1941, is corrected as follows:

Iowa: Monroe, \$1.19; Plymouth, \$1.29; Ringgold, \$1.13; Sac, \$1.53.

Kansas: Phillips, \$0.73.
Michigan: Shiawassee, \$1.28.

South Dakota: Brookings, \$1.03; Codington, \$1.05.

Texas: Cass, \$0.57; Cottle, \$0.85; Hardeman, \$0.89; Kenedy, \$0.96; Lavaca, \$0.87; Reagan, \$0.76; Robertson, Area II, \$1.03; Rusk, \$0.58.

Wisconsin: Outagamic, \$1.33.

TITLE 16-COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3092]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF SCIENTIFIC APPARATUS MAKERS OF AMERICA, ET AL,

§ 3.7 Aiding, assisting or abetting unfair or unlawful act or practice: § 3.27 (d) Combining or conspiring-To enhance, maintain or unify prices. A. Entering into or carrying out any understanding, etc., on the part of respondent members of the respondent Association, Surveying-Drafting, Coaters Section of Scientific Apparatus Makers of America. and on the part of all other present and future members thereof, and on the part of their officers, etc., with each other or with any other person or persons, association or corporation, to restrict, restrain, monopolize, or to hinder or suppress competition in the sale and distribution in commerce of products such as prepared tracing papers, tracing cloths, blueprint papers and cloths, other reproduction papers and cloths, field books for engineers, drawing instruments and tools, drawing machines, blueprinting machines and equipment, surveying instruments, current meters and water-stage registers; and particularly, in pursuance of any such understanding, etc., (1) fixing and maintaining, or agreeing to fix and maintain the prices at which said products will be sold by them, (2) fixing and maintaining, or agreeing to fix and maintain the terms and conditions, including the classification of customers, freight allowances and duration of and optional clauses in contracts, in connection with any sales by them of their said products, (3) exchanging information among themselves with regard to the prices, discounts, terms and conditions of sale to be submitted by them when bids for their products are requested, and submitting or agreeing to submit identical, or substantially identical, bids on said products when requests for bids have been received, (4) filing with respondent Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America price lists including discounts, terms and conditions at which they will sell their products, for dissemination by said respondent Association among its members, and (5) agreeing not to sell their said products at a price less, or a discount greater, or on terms and conditions more favorable to the purchaser, than those contained in any of the price lists filed with respondent Survey-Drafting-Coaters Section of Scientific Apparatus Makers of America, or agreeing not to sell said products at a price less or discount greater than, or on terms and conditions of sale more favorable to the purchaser, than those contained in the price list published by the seller: and

B. Aiding and assisting the members of said respondent Association, on the part of such Association and on the part of respondent manager thereof and his successors, and on the part of respondents Keller, Bruning, Allin and Berger, members of its executive committee, and their successors, in carrying out or engaging in any of the acts and practices hereinbefore set forth; and performing any service or function in furtherance of said acts and practices, and particularly, (1) adopting any rule or regulation designed or intended to prevent any deviation on the part of the members of said respondent Association from the prices, discounts and terms fixed and agreed upon by them, as hereinbefore set forth, and (2) receiving from the individual members of said respondent Association price lists, including discounts, terms and conditions of sale, and disseminating such information among said respondent association members; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec 45b), [Cease and desist order, Scientific Apparatus Makers of America et al., Docket 3092, August 25, 19411

In the Matter of Scientific Apparatus Makers of America, a Corporation; Its Officers and Directors, and Certain of Its Members, Separately and as Representative of Certain Other of Its Members; Carl S. Hallauer, R. E. Gillmor, John M. Roberts and Karl L. Keller, Individually and as Officers and Directors, and as Representative of Other Officers and Directors of Scientific Apparatus Makers of America; Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America; an Association; Its Officers and Certain Members, Separately and as Representative of the Other Members: Arthur L. Parker, Manager, Paul J. Bruning, Chairman, Executive Committee, Karl L. Keller, Member Excoutive Committee, W. A. Berger, Member Executive Committee, R. Fred Allin,-Individually and as Manager and Chairman and Members of the Executive Committee of the Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America; Charles Bruning Company, Inc., a Corporation; The Huey Company, a Corporation; The Frederick Post Company, a Corporation; Eugene Dietzgen Company, a Corporation; Economy Blue Print Products, Inc., a Corporation; Keuffel & Esser Company, a Corporation; Alphonse A. Brunner, Trading as Keystone Blue Paper Company: The

C. F. Pease Company, a Corporation; Charles W. Speidel and Walter A. Kohn, Trading as Chas. W. Speidel & Company; United States Blue Print Paper Company, a Corporation; Jacob H. Weil, Edwin H. Weil, and Manfred R. Krauskopf,-Trading as J. H. Weil & Company,-Separately and as Members and Representative of the Other Members of the Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of August, A. D. 1941.

This proceeding having been heard1 by the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, the testimony and other evidence taken before duly appointed trial examiners of the Commission theretofore designated by it to serve in this proceeding, the report of the trial examiners thereon and the exceptions to said report, briefs filed herein by the attorney for the Commission and attorneys for the respondents, and the oral arguments by the respective attorneys, and the Commission having made its findings as to the facts and its conclusion that respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent members of the respondent Association, Surveying-Drafting, Coaters Section of Scientific Apparatus Makers of America, Charles Bruning Company, Inc., The Frederick Post Company, The Huey Company, Eugene Dietzgen Company, Economy Blue Print Products, Inc., Keuffel & Esser Company, The C. F. Pease Company, Charles W. Speidel and Walter A. Kohn, trading as Chas. W. Speidel & Company, United States Blue Print Paper Company, Jacob H. Weil, Edwin H. Weil and Manfred Krauskopf, trading as J. H. Weil & Company, Alphonse A. Brunner, trading as Keystone Blue Paper Company, and all other present and future members of respondent Association, of which members the aforenamed respondents are representative, their officers, directors, representatives, agents and employees, forthwith Cease and Desist from:

Directly or indirectly, jointly or severally, entering into or carrying out any understanding, agreement, arrangement, combination or conspiracy, with each other or with any other person or persons, association or corporation, to restrict, restrain, monopolize or to hinder or suppress, competition in the sale and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act of prepared tracing papers, tracing cloths, blueprint papers and cloths, other reproduction papers and cloths, profile and cross-section papers and cloths in sheets and rolls, coordinate pa-

- (1) Fixing and maintaining, or agreeing to fix and maintain the prices at which said products will be sold by them.
- (2) Fixing and maintaining, or agreeing to fix and maintain the terms and conditions, including the classification of customers, freight allowances and duration of and optional clauses in contracts, in connection with any sales by them of their said products.
- (3) Exchanging information among themselves with regard to the prices, discounts, terms and conditions of sale to be submitted by them when bids for their products are requested, and submitting or agreeing to submit identical, or substantially identical, bids on said products when requests for bids have been received.
- (4) Filing with respondent Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America price lists including discounts, terms and conditions at which they will sell their products, for dissemination by said respondent Association among its members.
- (5) Agreeing not to sell their said products at a price less, or a discount greater, or on terms and conditions more favorable to the purchaser than those contained in any of the price lists filed with respondent Surveying-Drafting-Coaters Section of Scientific Aparatus Makers of America, or agreeing not to sell said products at a price less or discount greater than or on terms and conditions of sale more favorable to the purchaser than those contained in the price list published by the seller.

It is further ordered. That respondent association, Surveying-Drafting-Coaters Section of Scientific Apparatus Makers of America, Arthur L. Parker, its manager and his successors, Karl Keller, Paul J. Bruning, R. Fred Allin and W. A. Berger, members of its executive committee and their successors, forthwith Cease and Desist from, directly or indirectly, jointly or severally, aiding and assisting the members of said respondent association in carrying out or engaghereinbefore set forth, and from performing any service or function in the furtherance of said acts and practices, and particularly from—

- (1) Adopting any rule or regulation designed or intended to prevent any deviation on the part of the members of said respondent Association from the prices, discounts and terms fixed and agreed upon by them, as hereinbefore set forth.
- (2) Receiving from the individual members of said respondent Association price lists, including discounts, terms and conditions of sale, and disseminating such information among said respondent association members.

It is further ordered, That the complaint herein be and the same hereby is dismissed as to respondents Scientific Apparatus Makers of America, its officers and directors, and respondents Carl S. Hallauer, R. E. Gillmor and John M. Roberts, the evidence being insufficient to establish the charges of the complaint with respect to these respondents.

It is further ordered, That the respondents shall, within sixty (60) days after the service upon them of a copy of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON, Secretary.

[F. R. Doc. 41-6830; Filed, September 11, 1941; 11:37 a. m.]

[Docket No. 4135]

PART 2-DIGEST OF CEASE AND DESIST **ORDERS**

IN THE MATTER OF STANDARD DISTRIBUTING COMPANY

§ 3.99 (b) Using or selling lottery devices-In merchandising. In connection with offer, etc., in commerce, of any merchandise, (1) supplying, etc., others with any merchandise, together with push or pull cards, punch boards, or any other lottery devices, which said push or pull cards, punch boards, or other lottery devices are to be, or may be, used in selling or distributing such merchandise to the public; (2) supplying, etc., others with push or pull cards, punch boards, or other lottery devices, either with any merchandise or separately, which push or pull cards, punch boards, or other lottery devices are to be, or may be, used in selling or distributing such merchandise to the public; and (3) selling, etc., any merchandise by the use of push cards, pull cards, punch boards, or other lottery devices: prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Standard Distributing Coming in any of the acts and practices | pany, Docket 4135, August 21, 1941]

pers-graph sheets (except rolled sheets) for engineering and drafting purposes, field books for engineers, drawing instruments, drawing tools (scales, triangles, T-squares, curves), drawing machines, blue-printing machines and equipment, drawing boards and tables, filing cabinets for drawings and blue-prints. lettering devices and lettering pens for the drafting profession, slide rules, planimeters and integrators, surveying instruments, surveying barometers, forestry instruments such as tree calipers, hypsometers, increment borers, current meters and water-stage registers, rods and poles for surveyors' use, tapes chains and plumb bobs, and particularly in pursuance of any such understanding, agreement, arrangement, combination or conspiracy, from directly or indirectly:

¹³ F.R. 1420.

In the Matter of Philip Harry Koolish and Sara Allen Koolish, Individually, and Trading as Standard Distributing Comvany

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of August, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence in support of the allegations of said complaint and in opposition thereto taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, briefs in support of the complaint and in opposition thereto, and oral arguments of counsel, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondents Philip Harry Koolish and Sara Allen Koolish, individually, and trading as Standard Distributing Company, or under any other name, jointly or severally, their representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of any merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from directly or indirectly:

(1) Supplying to or placing in the hands of others any merchandise, together with push or pull cards, punch boards, or any other lottery devices, which said push or pull cards, punch boards, or other lottery devices are to be used, or may be used, in selling or distributing such merchandise to the public:

(2) Supplying to or placing in the hands of others push or pull cards, punch boards, or other lottery devices, either with any merchandise or separately, which push or pull cards, punch boards, or other lottery devices are to be used, or may be used, in selling or distributing such merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by the use of push cards, pull cards, punch boards, or other lottery devices.

It is further ordered, That respondents shall, within sixty (60) days after the service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

Otis B. Johnson, Secretary.

[F. R. Doc. 41-6831; Filed, September 11, 1941; 11:38 a. m.]

TITLE 20—EMPLOYEES' BENEFITS CHAPTER II—RAILROAD RETIRE-

MENT BOARD

PART 260—Appeals Within the Board

REGULATIONS UNDER THE RAILROAD RETIRE-MENT ACT OF 1937

Pursuant to the general authority contained in section 10 of the Act of June 24, 1937 (Sec. 10, 50 Stat. 314; 45 U.S.C. Sup. III, 228j), § 260.4 of the Regulations of the Railroad Retirement Board under such Act (4 F.R. 1477) is amended by Board Order 41–393 dated September 9, 1941, by adding thereto the following paragraph:

§ 260.4 Effective date of this part and application thereof to decisions made prior to such date.

(d) In determining whether an appeal has been made in accordance with these regulations, the date of filing of a duly executed appeal form prescribed by the Board shall be the date of receipt in the office of the Board in Washington, D. C., or the date of receipt by a Regional Office of the Board, or the date of delivery for the purpose of transmission to the Board's Washington office into the personal custody of a district manager at his office or elsewhere in his district or at his office to a subordinate field agent designated by him, or the date of delivery for the purpose of transmission to the Board's Washington office to any field agent specifically authorized by a Regional Director to receive custody in the district where delivery is made, whichever date is earlier. (Sec. 10, 50 Stat. 34; 45 U.S.C., Sup., 228j)

By Authority of the Board.

[SEAL]

JOHN C. DAVIDSON, Secretary of the Board.

Dated September 10, 1941.

[F. R. Doc. 41-6832; Filed, September 11, 1941; 11:38 a. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER IX—OFFICE OF PRODUCTION MANAGEMENT

[Priorities Regulation No. 2]

SUBCHAPTER B-PRIORITIES DIVISION

PART 944—REGULATIONS APPLICABLE TO THE OPERATION, OF THE PRIORITIES SYSTEM

To: Make Mandatory 'All Preference Ratings and to Validate Certain Forms of Preference Rating Certificates

The following Regulation is issued by the Director of Priorities to promote the defense of the United States and for the purpose of improving and facilitating the operation of the Priorities System.

§ 944.22 All preference ratings made mandatory; certain forms of preference rating certificates validated. (a) All preference ratings heretofore or hereafter duly issued under the authority of

the Director of Priorities shall be mandatory and legally enforceable, any provision in the instrument assigning the same to the contrary notwithstanding.

(b) All Preference Rating Certificates duly issued over the facsimile signature of E. R. Stettinius, Jr., as Director of Priorities are valid and shall continue valid in effect until termination or expiration by the terms thereof or by the circumstances or conditions of their application, or until hereafter cancelled, modified, changed or amended by the Director of Priorities.

(c) Preference ratings may hereafter be validly assigned by the Director of Priorities by means of the following endorsement (or any other form of endorsement prescribed by the Director of Priorities) stamped upon the face of any application for preference rating, including Form PD-1:

Preference Rating _____ is hereby assigned to deliveries of the materials specified in the quantities and on the dates shown in the Schedule.

D. M. Nelson.

D. M. Nelson, Director of Priorities

(d) This Regulation shall take effect at once. (P.D. Reg. 1, Aug. 27, 1941, 6 F.R. 4489; OPM Reg. 3, Mar. 8, 1941, 6 F.R. 1596, as amended, Sept. 2, 1941; E.O. 8629, Jan. 7, 1941, 6 F.R. 191; E.O. 8875, Aug. 28, 1941, 6 F.R. 4483, sec. 2 (a), Public No. 671, 76th Congress, Third Session, as amended by Public No. 89, 77th Congress, First Session; sec. 9, Public No. 783, 76th Congress, Third Session.)

Issued September 9, 1941.

D. M. Nelson, Director of Priorities.

[F. R. Doc. 41-6802; Filed, September 10, 1941; 4:10 p. m.]

CHAPTER XI—OFFICE OF PRICE ADMINISTRATION

[Amendment to Schedule No. 25]

PART 1343—FATS AND OILS AND THEIR PRODUCTS

ELIMINATION OF SPECULATIVE AND INFLA-TIONARY PRICE PRACTICES WITH RESPECT TO FATS AND OILS AND THEIR PRODUCTS

Sections 1343.1, 1343.2 and 1343.10 of Schedule $No_P 25^{-1}$ are hereby amended to read as follows:

§ 1343.1 Elimination of speculative resales. No person shall buy or offer to buy, and no person shall sell or offer to sell, fats or oils or their products for the purpose of reselling them at a profit without either (a) further processing them, or (b) performing some other recognized function in the distribution or manufacture thereof.

Any purchase or sale of a futures contract made on a commodity exchange, or any purchase or sale made to fill an

¹6 F.R. 661.

¹6 F.R. 4491.

order on hand, to avoid transportation expenses, or to facilitate any other recognized manufacturing or distributing process, shall not be deemed to be prohibited by this section. (Executive Order No. 8734, 6 F.R. 1917)

§ 1343.2 Limitation of forward sales. No person shall enter into an agreement, contract, order or booking for the purchase or sale of fats or oils or their products, other than crude, imported or fish oil, to be delivered more than forty-five days after the actual date of entering into said agreement, contract, order or booking, except that (a) any purchase or sale of a futures contract made on a commodity exchange, or (b) any purchase or sale by, or on behalf of, or at the direction of, the United States, or any department or agency thereof, shall not be so limited as to delivery. (Executive Order No. 8734, 6 F.R. 1917)

§ 1343.10 Definitions. When used in this Schedule:

(a) The term "person" includes an individual, corporation, association, partnership, or other business entity.

(b) The term "fats or oils or their products" includes (1) all fats and oils, except butter, and mineral, essential and chemical oils, (2) fats and oils products, a substantial part of which is made from or with fats or oils.

(c) The term "crude oil" means oil in its unrefined state which has been pressed, expelled or extracted from the raw material.

(d) The term "imported oil" means any oil, whether crude or refined, produced outside and shipped to a point within the several states of the United States.

(e) The term "commodity exchange" shall mean a commodity exchange designated as a "contract market" by the Secretary of Agriculture acting in accordance with the provisions of the Commodity Exchange Act. (Executive Order No. 8734, 6 F.R. 1917)

Issued this 11th day of September 1941. LEON HENDERSON, Administrator.

[F.R. Doc. 41-6825; Filed, September 11, 1941; 10:51 a. m.]

TITLE 47—TELECOMMUNICATION

CHAPTER I-FEDERAL COMMUNI-CATIONS COMMISSION

PART 2—GENERAL RULES AND REGULATIONS APPENDIX B

The Commission on September 9, 1941,

effective immediately amended Appendix B in part as follows:

1044	
a) 1646	_Relay broadcast,
1648	
	Delice
1650	
1652	Motion picture, Geophysical
1656	and Government.
	Police and Government.
	Fonce and Government.
a1660 -	

Approved by the Under Secretary of War June 27, 1941.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

By the Commission.

[SEAL]

T. J. SLOWIE, Secretary.

[F. R. Doc. 41-6812; Filed, September 11, 1941; 9:39 a. m.]

PART 10-RULES GOVERNING EMERGENCY RADIO SERVICES

The Commission on September 9, 1941, effective immediately, amended the following section to read:

§ 10.41 State and municipal police stations. The following frequencies are allocated for use by state and municipal police stations:

 1,610 kc.4
 1,674 kc.
 2,326 kc.4
 2,442 kc.

 1,618 kc.4
 1,682 kc.
 2,366 kc.4
 2,450 kc.

 1,626 kc.4
 1,690 kc.4
 2,382 kc.
 2,458 kc.

 1,626 kc.4 1,626 kc. 1,690 kc. 2,382 kc. 2,458 kc. 1,634 kc. 1,698 kc. 2,390 kc. 2,466 kc. 1,706 kc.4 2,406 kc. 1,642 kc. 2.474 kc. 1,650 kc. 1,714 kc. 2,414 kc. 2,482 kc. 2,422 kc. 2,490 kc. 1,658 kc. 1,722 kc. 1,666 kc. 1,730 kc. 2,430 kc.

'Subject to the condition that no interference is caused to Canadian stations.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

By the Commission.

[SEAL]

1005-01.

T. J. SLOWIE, Secretary.

[F. R. Doc. 41-6811; Filed, September 11, 1941; 9:39 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W-613-ORD-1523]

SUMMARY OF CONTRACT FOR SUPPLIES

-CONTRACTOR: CRUCIBLE STEEL COMPANY OF AMERICA, 405 LEXINGTON AVENUE, NEW YORK, N. Y.

Contract for: * * * shot, * * *. Amount: \$2,600,000.00.

Place: New York Ordnance District-80 Broadway, New York, N. Y.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to Procurement Authority below enumerated, the available balance of which is sufficient to cover the cost thereof: ORD 9015 P11-02 A

This contract, entered into this 6th day of June, 1941.

Scope of this contract. The contractor shall furnish and deliver . Shot. * * *, for the consideration stated, two million, six hundred thousand (\$2,600,000.00) dollars, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided. Delays-Damages. If the contractor refuses or fails to make deliveries of the

Changes. Where the supplies to be

materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered. less deductions, if any, as herein provided. Payments will be made on partial de-liveries accepted by the Government when requested by the contractor whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Quantities. The Government reserves the right to increase the quantity on this contract by as much as * * * and at the unit price specified in Article 1, such option to be exercised within days from date of this contract.

Termination when contractor not in default. This contract is subject to termination by the Government at any time as its interest may require.

Advance payments. At any time and from time to time after the approval of this contract, at the request of the contractor and subject to the approval of the Chief of Ordnance as to the present need therefor, the Government shall advance to the contractor, without payment of interest therefor by the contractor, sums not exceeding in the aggregate \$780,000.00 or 30 percentum (30%) of the contract price as it may be amended, whichever shall be the smaller.

This Contract is authorized by the Act of July 2, 1940.

(Public Number 703, 76th Congress.) FRANK W. BULLOCK,

Major, Signal Corps, Assistant to the Director of Purchases and Contracts.

[F.R. Doc. 41-6396; Filed, September 11, 1941; 9:42 a. m.]

[Centract No. W 669 qm-12664; O. L. No. 71]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: AMERICAN WOOLEN COMPANY, NEW YORK, NEW YORK

Contract for: Textiles.

Amount: \$11,830,980.00. Place: Philadelphia Quartermaster

Depot, Philadelphia, Pa.

This contract, entered into this eleventh day of July, 1941.

Scope of this contract. The contractor shall furnish and deliver Textiles, in the quantities, of the kinds and at the prices specified in attached Schedules of Supplies for the consideration stated totaling eleven million, eight hundred thirty thousand, nine hundred eighty dollars (\$11,830,980.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Delays—Damages. If the contractor refuses or fails to make delivery of acceptable material or supplies within the time or times specified in Article 1, or any extension or extensions thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay in the delivery of any articles, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Liquidated damages. Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each calendar day of delay in the delivery of any article, a sum equal to * * * percentum of the price of such article for each day's delay after the time specified for delivery.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 323 P 2-02A 0515-2, the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directives No. P-C-5, P-C-9 and P-C-2.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6807; Filed, September 11, 1941; 9:43 a. m.]

[Contract No. W 7187 qm-1; O. I. No. 1] SUMMARY OF FIXED-FEE CONTRACT FOR ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: HUNTING, DAVIS & DUNNELLS, INC., 1150 CENTURY BUILDING, PITTSBURGH, PENNSYLVANIA

Amount fixed fee: \$40,700.00. Estimated construction.

Cost (Art. V-2): \$5,044,600.00.

Type of construction project: Regulating Station.

Location: Marietta, Pennsylvania.

Type of service: Architect-Engineer. The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 22315 D A F & E P—99 A0025—13 the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 2d day of August 1941.

ARTICLE I. Description of the work. The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: The construction of a Regulating Station, including necessary buildings, temporary structures, utilities and appurtenances thereto, located at or in the vicinity of Marietta, Pennsylvania.

ART. III. Data to be furnished by the Government. The Government will furnish the Architect-Engineer essential schedules of preliminary data, layout sketches, and other essential information respecting sites, topography, soil conditions, outside utilities and equipment as may be available for the preparation of preliminary sketches and the development of final drawings and specifications.

ART. V. The present preliminary estimated construction cost of the project on which the services of this contract are based is approximately five million forty four thousand six hundred dollars (\$5,044,600.00) exclusive of Architect-Engineer's fixed fee.

ART. VI. Fixed-jee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

a. A fixed fee in the amount of forty thousand seven hundred dollars (\$40,-700.00) which shall constitute complete compensation for the Architect-Engineer's services.

b. In addition to the payment of the fixed fee as specified herein, the Architect-Engineer will be reimbursed for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer.

ART. VIII. Method of payment. Payments of reimbursable cost items and of 90% of the amount of the Architect-Engineer's fee earned shall be made on vouchers approved by the Contracting Officer on ständard forms, as soon as practicable after the submission of statements, supported by original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, rentals, and all other supporting data. Upon completion of the project and its final acceptance the Architect-Engineer shall be paid the unpaid balance of any money due the Architect-Engineer hereunder.

ART. IX. Drawings and other data to become property of Government. All drawings, designs and specifications are to become the property of the Government.

ART. XII. Changes in scope of project. The Contracting Officer may, at any time, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

ART. XIII. Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following law: Public No. 139—77th Congress, Approved June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6808; Filed, September 11, 1941; 9:43 a. m.]

[Contract No. W 7187 qm-2; O. I. No. 2]
SUMMARY OF FIXED FEE CONSTRUCTION
CONTRACT

CONTRACTOR: BRANN & STUART CO., 1447 BROAD STREET STATION BUILDING, PHILA-DELPHIA, PENNSYLVANIA

Contract for construction of: A Regulating Station.

Location: Marietta, Pennsylvania.

Fixed fee: \$127,968.00.

Estimated construction cost exclusive of fixed fee: \$4,916,632.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: QM 22313 D A F & E Pbb A 0025-13.

This contract, entered into this 4th day of August 1941.

ARTICLE I. Statement of work. The Constructor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of a Regulating Station at Marietta, Pa., including necessary buildings, temporary structures, utilities and appurtenances thereto at Marietta, Pa.

It is estimated that the construction cost of the work covered by his contract will be four million nine hundred sixteen thousand six hundred thirty-two dollars (\$4,916,632.00) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

¹Approved by the Under Secretary of War August 15, 1941.

² Approved by the Under Secretary of War August 13, 1941.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of one hundred twenty seven thousand nine hundred sixty-eight dollars (\$127,968.00) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Constructor shall be entitled to be reimbursed under Article II, shall vest in the Government.

ART. III. Payments—1. Reimbursement for cost. The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed payrolls, for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

- 2. Rental for constructor's equipment. Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper youchers.
- 3. Payment of the fixed fee. Ninety percent (90%) of the fixed fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer
- 5. Final payment. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balances of the cost of the work determined under Article II hereof.

ART. VI. Termination of contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

This Contract is authorized by the following law:

Public No. 139-77th Congress, Approved June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6809; Filed, September 11, 1941; 9:43 a. m.]

[Contract No. W 669 qm-12700; O. I. No. 126]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: BOTANY WORSTED MILLS,
PASSAIC, NEW JERSEY

Contract for: Textiles. Amount: \$4,402,700.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract entered into this eleventh day of July 1941.

Scope of this contract. The contractor shall furnish and deliver * * yards Cloth, Serge, Olive Drab and * * * yards Flannel, Shirting, Olive Drab for the consideration stated totaling four million, four hundred two thousand, seven hundred dollars (\$4,402,-700.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Delays—Damages. If the contractor refuses or fails to make delivery of acceptable material or supplies within the time or times specified in Article 1, or any extension or extensions thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay in the delivery of any articles, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Liquidated damages. Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each calendar day of delay in the delivery of any article, a sum equal to " percentum of the price of such article for each day's delay after the time specified for delivery.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 323 P 2-02 A 0515-2 the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directives No. P-C-4 and P-C-1.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6810; Filed, September 11, 1941; 9:44 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-1013]

PETITION OF DISTRICT BOARD NO. 4 FOR THE REVISION OF THE EFFECTIVE MINIMUM PRICES FOR CERTAIN COALS OF CERTAIN CODE MEMBERS IN SUBDISTRICT NO. 1, AND FOR THE ESTABLISHMENT OF MINIMUM PRICES FOR THE COALS OF CODE MEMBERS IN SUBDISTRICT NO. 3, IN DISTRICT NO. 4 FOR RIVER SHIPMENT

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on September 30, 1941, at 10 o'clock in the forencon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Charles O. Fowler or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer caths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before September 24, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of District Board No. 4 for the revision of the effective minimum prices for certain coals of certain code members in Subdistrict No. 1 of District No. 4 for river shipment, and for the establishment of minimum prices for the coals of certain code members in Subdistrict No. 3 of District No. 4 for river shipment; and, more particularly, for a reduction of 10 cents per net ton in the effective minimum prices for the stripmine coals of code members in Subdistrict No. 1 of District No. 4 for river shipment from mines having river loading facilities: and for the establishment of the effective minimum prices for the deep-mine coals of code members in Subdistrict No. 1 of District No. 4 for such coals of code members in Subdistrict No. 3 of District No. 4, for river shipment from mines having river loading facilities; and for the establishment of minimum prices 10 cents per net ton less than such minimum prices for deepmine coals of code members in Subdistrict No. 3 of District No. 4 for the strip-mine coals of code members in Subdistrict No. 3 of District No. 4, for river shipment from mines having river loading facilities.

Dated: September 5, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-6813; Filed, September 11, 1941; 10:06 a. m.]

[Docket No. 1670-FD]

IN THE MATTER OF THE PITTSBURG & MID-WAY COAL MINING COMPANY, DEFEND-ANT

CORRECTION OF TYPOGRAPHICAL ERROR IN NOTICE OF AND ORDER FOR HEARING

A typographical error occurred in the Notice of and Order for Hearing, dated August 26, 1941, in the above-entitled matter.

In the second line of the title "In the Matter of The Pittsburgh & Midway Coal Mining Company," the name "Pittsburg" is incorrectly spelled and the "h" should be omitted. The same correction should be made in this word in Section I, Paragraph (6), fifth line, and in Section II, Paragraph (a), first line.

Now, therefore, it is ordered, That in the second line of the title of the above entitled matter, and Section I, Paragraph (6), line 5, and Section II, Paragraph (a), line 1 of said Notice of and Order for Hearing the letter "h" should be and the same hereby is deleted from the word "Pittsburgh."

Dated: September 10, 1941.

[SEAL]

H. A. GRAY, Director.

[F. R. Doc. 41-6814; Filed, September 11, 1941; 10:06 a. m.]

[Docket No. 1674-FD]

IN THE MATTER OF TAGGERT COAL SALES COMPANY, REGISTERED DISTRIBUTOR, REGISTRATION NO. 8905, RESPONDENT

ORDER ADVANCING HEARING

The above-entitled matter having been heretofore scheduled for hearing at 10 o'clock in the forencon of October 6, 1941, at a hearing room of the Bituminous Coal Division at the Post Office Building, Canton, Ohio; and

The Director deeming it advisable that said hearing should be advanced;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be advanced from 10 o'clock in the forencon of October 6, 1941, to 10 o'clock in the forencon of September 25, 1941, at the Fost Office Building, Canton, Ohio, and before the officer previously designated to preside at said hearing.

Dated: September 10, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-6815; Filed, September 11, 1941; 10:06 a. m.]

[Docket No. A-937 Part II]

PETITION OF DISTRICT BOARD NO. 4 FOR THE ESTABLISHMENT OF PRELIMINARY AND PERMANENT PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF MINE INDEX NO. 239 OF THE MARSHALL MINING COMPANY AND MINE INDEX NO. 1900 OF JOHN WORRELL FOR RAIL SHIPMENTS

ORDER DISMISSING PETITION

The original petitioner in the aboveentitled proceeding having moved to dismiss this proceeding in so far as it relates to the Locust Point Mine (Mine Index No. 1900) of John Worrell, and to the Knoxville Mine (Mine Index No. 239) of the Marshall Mining Company, and there having been no opposition thereto:

Now, therefore, it is ordered, That the original petition in the above-entitled matter in so far as it refers to Mine Index No. 1900 of John Worrell and Mine Index No. 239 of the Marshall Mining Company be dismissed without prejudice and that the proceedings in the above-entitled docket be closed.

Dated: September 10, 1941.

[SEAL]

H. A. GRAY, Director.

[F. R. Doc. 41-6816; Filed, September 11, 1941; 10.06 a. m.]

[Docket No. A-983]

PETITION OF THE BITUMINOUS COAL CON-SUMERS' COUNSEL FOR THE ESTABLISH-MENT OF MAXIMUM PRICES FOR ALL COALS

ORDER GRANTING MOTION TO AMEND

On July 23, 1941, the Bituminous Coal Consumers' Counsel filed a petition requesting that the Bituminous Coal Division establish maximum prices for all coals. On September 5, 1941, the Bituminous Coal Consumers' Counsel filed a motion to amend its original petition; and it appearing to the Director that this motion should be granted,

Now, therefore, it is ordered, That the motion of the Bituminous Coal Consumers' Counsel be and it hereby is granted and its original petition be and it hereby is amended to read as follows:

A. Paragraph XI of said petition is amended to read as follows:

XI. An expeditious procedure should be formulated for hearing the bona fide and legitimate claims of code members who seek special higher maximum prices for themselves, alleging that the generally applicable maximum prices would not yield them a fair return on the fair value of their property.

B. Paragraph 1 is amended to read as follows:

1. The Director of the Bituminous Coal Division, by the most expeditious method available to him under the Act, establish maximum prices f. o. b. transportation facilities for all coals produced in each of the producing districts; that such maximum prices be established at average levels approximately twenty (20%) per cent above the present established costs in effect within each of the Districts, and that said proposed maximum prices be established by adding the following amounts to the present minimum prices now in effect as follows:

District: At	nount
1	
2	. 01
3	, 85
4	. 92
5	, 61
6	.40
7	. 44
8	.35
9	.31
10	.30
12	. 57
13	.46
14	.68
15	.41
16	.32
17	. 64
18	. 87
19	.42
20	. 50
22	. 29
23	. 61
	,

- C. The following paragraph is added to the petition to be numbered and to read as follows:
- 4. That the Director specifically provide that a review of said maximum prices may be made after the elapse of not less than six months on a petition by the Consumers' Counsel, or any District Board, or on a petition by any code member who alleges that the existing maximum prices do not yield petitioner a fair return on the fair value of his property, this provision, however, not to prejudice

the right of code members to immediately petition for higher maximum prices than the general maximum prices to be established at the present hearing as hereinbefore provided.

Dated: September 9, 1941.

[SEAL]

H. A. GRAY,

Director.

[F. R. Doc. 41–6817; Filed, September 11, 1941; 10:06 a. m.]

DEPARTMENT OF LABOR.

Division of Public Contracts.

In the Matter of the Determination of the Prevailing Minimum Wages in the Cooking, Heating, and Gas Appliances Manufacturing Industry

NOTICE OF HEARING

The Cooking, Heating, and Gas Appliances Manufacturing Industry is, for the purpose of this notice, that industry which manufactures stoves, ranges, portable ovens, and self-contained water heaters, whether designed to burn solid or liquid fuel, or any combination of several fuels; appliances and equipment using natural, manufactured, or artificial gases as a fuel; accessories employed upon, or in connection with, gas-fired equipment, such as gas cocks and fittings; gas meters; gas refrigerators; warm air furnaces; cast iron boilers; steel heating boilers (15 lbs. working pressure and under): and radiators.

The Cooking and Heating Appliances branch of the industry is, for the purposes of this notice, that branch which manufactures stoves, ranges, portable ovens, and self-contained water heaters, whether designed to burn solid or liquid fuel, or any combination of solid, liquid, or gas fuel; warm air furnaces; cast iron boilers; steel heating boilers (15 lbs. working pressure and under); and radiators.

The Gas Appliances branch of the industry is, for the purposes of this notice, that branch which manufactures appliances and equipment using natural, manufactured or artificial gases as a fuel; accessories employed upon, or in connection with, gas-fired equipment, such as gas cocks and fittings; gas meters; and gas refrigerators.

All interested parties are hereby notified that a hearing will be held at 10 a.m., Thursday, September 18, 1941 in Room 3229, Department of Labor Building, Washington, D. C., to permit all interested parties to present evidence on the following issues:

- (1) Whether or not the industry (as defined in paragraph 1 of this notice) should be considered as an integral industry for the purposes of determining the prevailing minimum wages under the provisions of the Public Contracts Act; or
- (2) Whether there should be a separate determination for the Cooking and Heating Appliances Manufacturing Industry as defined in paragraph 2 of this

notice, and for the Gas Appliances Manufacturing Industry as defined in paragraph 3 of this notice; and

(3) Whether or not the minimum wage for the manufacture of Cooking and Heating Appliances should be found to be 65 cents an hour or \$26.00 per week of 40 hours for plants operating in all states except the states of Alabama, Georgia, North Carolina, Virginia, Kentucky, Tennessee, Mississippi, Florida, South Carolina, Louisiana, and Arkansas, and some lower figure for plants operating in the above-mentioned states; and

(4) Whether or not the minimum wage for the manufacture of Gas Appliances should be found to be 65 cents an hour or \$26.00 per week of 40 hours for plants operating in all states except the states of Alabama, Georgia, North Carolina, Virginia, Kentucky, Tennessee, Mississippi, Florida, South Carolina, Louisiana, and Arkansas, and some lower figure for plants operating in the above-mentioned states

Tabulation of wage schedules voluntarily submitted by members of the industry through the agency of the various trade associations and labor unions will be submitted in evidence at the hearing. Copies of this tabulation may be had on request to the Administrator, Division of Public Contracts, Department of Labor, Washington, D. C. Briefs on the issues presented in this notice may be filed with the Administrator on or before September 18, 1941. No form for the brief is prescribed, but an original and four copies must be submitted.

The entire record will be considered by the Secretary of Labor before the wage determination is made.

Dated: September 10, 1941.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 41-6826; Filed, September 11, 1941; 11:21 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket Nos. 411, 554, 571, 577, 578]

IN THE MATTER OF THE APPLICATIONS OF NATIONAL AIRLINES, INC., DELTA AIR CORPORATION, BRANIFF AIRWAYS, INC., EASTERN AIR LINES, INC., AND CHICAGO & SOUTHERN AIR LINES, INC., FOR CERTIFICATES AND AMENDMENT OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY UNDER SECTION 401 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING

The above-entitled proceeding, being the applications of National Airlines, Inc., Delta Air Corporation, Braniff Airways, Inc., Eastern Air Lines, Inc., Chicago & Southern Air Lines, Inc., for certificates of public convenience and necessity and amendment of existing certificate authorizing air transportation between Fort Worth-Dallas, Texas, and New Orleans, Louisiana, via Shreveport, Louisiana, and certain intermediate points, is hereby as-

signed for public hearing on Monday, September 29, 1941, 10 o'clock a.m. (Eastern Standard Time), at the Carlton Hotel, 927 16th St. NW., Washington, D. C., before Examiner Thomas L. Wrenn. Dated Washington, D. C., September 9,

By the Board.

1941.

[SEAL] DARWIN CHARLES BEOWN,
Secretary.

[F. R. Doc. 41-6393; Filed, September 11, 1941; 9:41 a. m.]

[Docket Nos. 303, 469, 427, 429, 591]

IN THE MATTER OF THE APPLICATIONS OF TRANSCONTINENTAL & WESTERN AIR, INC., CHICAGO & SOUTHERN AIR LINES, INC., AND EASTERN AIR LINES, INC., FOR CERTIFICATES AND AMENDMENTS OF EXISTING CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY UNDER SECTION 401 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING

The above-entitled proceeding, being the applications of Transcontinental & Western Air, Inc., for a certificate authorizing air transportation between Indianapolis, Ind., and Detroit, Mich., and for an amendment of its existing certificate on route No. 2 to include Terre Haute, Ind., as an intermediate point; the applications of Chicago & Southern Air Lines, Inc., for certificates authorizing air transportation between St. Louis, Mo., and Detroit, Mich., and between Memphis, Tenn., and Detroit, Mich.; and the application of Eastern Air Lines, Inc., for a certificate authorizing air transportation between Memphis, Tenn., and Detroit, Mich., is hereby assigned for public hearing on Monday, November 3, 1941, 10 o'clock a. m. (Eastern Standard Time) in Room 7057, Commerce Building, 14th and Constitution Avenue NW., Washington, D. C., before an Examiner of the Board.

Dated: Washington, D. C., September 10, 1941.

By the Board.

[SEAL] DARWIN CHARLES BROWN, Secretary.

[F. R. Doc. 41-6304; Filed, September 11, 1941; 9:42 a. m.]

[Docket No. 219]

In the Matter of the Petition of Northeast Airlines, Inc. (Forlierly Boston-Maine Airways, Inc.) for an Order Fixing and Determining a Fair and Reasonable Rate of Compensation for the Transportation of Mail by Aircraft, the Facilities Used and Useful Therefor, and the Services Connected Therewith, Over Route No. 27

NOTICE OF HEARING

The above-entitled proceeding, being reopened by order of the Board, dated September 2, 1941, for the purpose of receiving further evidence respecting the schedules on Northeast Airlines, Inc.,

over route No. 27, and of making such adjustments in the rate of compensation as may appear to be appropriate in the event that additional schedules should be designated for the transportation of mail, is hereby assigned for public hearing on Monday, September 15, 1941, 10 o'clock a. m. (Eastern Standard Time), in Room 1851 Commerce Building, 14th Street and Constitution Avenue NW., Washington, D. C., before Examiner Herbert K. Bryan.

Dated Washington, D. C., September 9, 1941

By the Board.

[SEAL] DARWIN CHARLES BROWN, Secretary.

[F. R. Doc. 41-6805; Filed, September 11, 1941; 9:42 a. m.]

SECURITIES AND EXCHANGE COM-MISSION.

[File No. 70-400]

IN THE MATTER OF DENIS J. DRISCOLL AND WILLARD L. THORP, TRUSTEES OF ASSO-CIATED GAS AND ELECTRIC CORPORATION, DEBTOR

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 10th day of September, A. D. 1941.

Notice is hereby given that a declaration has been filed with this Commission by the above-named party; and

Notice is further given that any interested person may, not later than September 20, 1941 at 1:15 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such declaration, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act, or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation, Debtor, a registered holding company, propose to borrow \$5,000,-000 and to issue therefor Trustees' Certificates of indebtedness to mature two years after date of issuance.

By the Commission.

[SEAL] Francis P. Brassor, Secretary.

[F. R. Doc. 41-6827; Filed, September 11, 1941; 11:27 a. m.]

[File No. 59-33]

IN THE MATTER OF COLUMBIA GAS & ELECTRIC CORPORATION, COLUMBIA OIL & GASOLINE CORPORATION, PANHANDLE EASTERN PIPE LINE COMPANY, MICHIGAN GAS TRANSMISSION CORPORATION, INDIANA GAS DISTRIBUTION CORPORATION, RESPONDENTS

[File No. 70-263]

In the Matter of Columbia Gas & Electric Corporation

[File No. 70-871]

In the Matter of Columbia Oil & Gasoline Corporation

[File No. 70-387]

In the Matter of Panhandle Eastern
Pipe Line Company

ORDER POSTFONING DATE FOR HEARING AND EXTENDING TIME FOR INTERESTED PERSONS TO BE HEARD OR INTERVENE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 10th day of September, A. D. 1941.

The Commission having on August 25, 1941 issued its Notice of and Order (Holding Company Act Release No. 2963) consolidating the proceedings in the abovecaptioned matters for hearing on September 16, 1941 at 10:00 A. M. at the offices of the Securities and Exchange Commission, 1778 Pennsylvania Avenue NW., Washington, D. C. and such Notice and Order having directed that any persons desiring to be heard or proposing to intervene in connection with these proceedings file with the Secretary of the Commission on or before September 8, 1941 a written statement relative thereto as provided by Rule XVII of the Commission's Rules of Practice; and

Columbia Gas & Electric Corporation and Columbia Oil & Gasoline Corporation having filed a request for a postponement of such consolidated hearing to the 30th day of September, 1941 for the reason that the said respondents require additional time to prepare for the hearing herein; and

The Commission having considered the request for postponement and being of the opinion that under the circumstances the same is reasonable and should be granted;

It is therefore ordered, That the consolidated hearing in the above matters initially set for September 16, 1941 be and the same is hereby postponed to September 30, 1941 at 10 o'clock in the forenoon of that day at the same place and before the same officer of the Commission as specified in the aforesaid Notice and Order, dated August 25, 1941; on such date the hearing room clerk in Room 1102 will advise as to where the hearing will be held; and

It is further ordered, That the time within which persons desiring to be heard or proposing to intervene shall file a written statement relative thereto as provided by Rule XVII of the Commis-

sion's Rules of Practice be and the same hereby is extended to the 23rd day of September, 1941.

Notice of such postponement and extension of time within which applications to be heard or to intervene may be filed is hereby given to Respondents and to any other person whose participation in such consolidated proceeding may be in the public interest or for the protection of investors and consumers.

By the Commission.

[SEAL] Francis P. Brassor, Secretary.

[F. R. Doc. 41-6828; Filed, September 11, 1941; 11:27 a. m.]

[File No. 31-55]

IN THE MATTER OF PACIFIC GAS AND ELEC-TRIC COMPANY, ET AL.

ORDER DISMISSING APPLICATION IN PART, GRANTING APPLICATION IN PART, AND DENY-ING APPLICATION IN PART

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 10th day of September, A. D. 1941.

Pacific Gas and Electric Company and Great Western Power Company of California having applied under sections 3 (a) (1) and 3 (a) (2) of the Public Utility Holding Company Act of 1935 for orders exempting both companies from regulation under the said Act as holding companies, and having applied under section 2 (a) (8) of the Public Utility Holding Company Act of 1935 for orders declaring that neither company is a subsidiary of The North American Company;

Notice and oportunity for hearing on said application having been duly given; a hearing having been held on said application; the trial examiner's report having been filed; exceptions to such trial examiner's report and supporting briefs having been submitted; oral argument having been heard; and the Commission having this day issued its Findings and Opinion herein;

It is ordered, On the basis of the said Findings and Opinion:

(1) That the application of Great Western Power Company of California be and it hereby is dismissed;

(2) That the application of Pacific Gas and Electric Company, insofar as it seeks an order under sections 3 (a) (1) and 3 (a) (2) of the Public Utility Holding Company Act of 1935 exempting it from regulation under the said Act as a holding company, be and it hereby is granted; and

(3) That in all other respects the application of Pacific Gas and Electric Company be and it hereby is denied.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, Secretary.

[F.R. Doc. 41-6829; Filed, September 11, 1941; 11:27 a. m.]